



COE CHANGE ORDER

(INSIDE PLANT)

Contract No.:	008349	C. O. #:	00-8349-05
Project:	60 Hudson St., New York, NY	Project No.	20132.15956.33019
Contractor:	Builder Group Technologies	Date:	May 3, 2001

Description of change:

Reference Design/Build, Part 2, Contract Order No. 008349, effective November 15, 2000.

This Change Order is written to increase Contractor's scope of performance and increase value of said Contract to cover costs for the following summarized items. Incorporated by reference and made a part herein is Attachment No. 1, which provides a breakdown of costs for the additions to the original scope of work.

- Labor and materials for all repairs to existing doors and fire stopping to prepare the space for the existing FM-200 system.....\$48,666.98
 - Labor and materials to perform a thermographic study of each joint on the 4000 Amp bus duct riser at every floor, while it is under load for any "hot spots".....\$ 3,179.00
- Increased Amount: \$51,845.98**

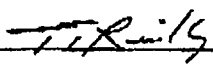
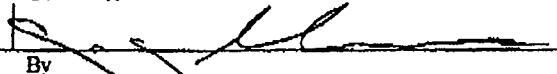
Contract Price Summary:

Previous Total Contract Amount (GMP):	\$1,692,818.11
Increase/Decrease per this Change Order:	\$51,845.98
Revised Total Contract Amount (GMP):	<u>*\$1,744,664.09</u>

*Note the above total includes Contractor Fee of 10%

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED

APPROVED AND ACCEPTED:

<u>Qwest Communications Corp.</u>		<u>Builders Group Technologies</u>	
Company		Contractor	
			
By		By	
Thomas T. Reilly	5/8/01	James Maniscalco	5-4-01
Director,		Project Manager	
Contracts and Procurement			
Name/Title	Date	Name/Title	Date

Qwest 0001

Contract No. 008349
Change Order No. 00-8349-05
Project No. 20132.15956.33019
New York, NY

Attachment No. 1

Qwest 0002

01/18/2006 10:00AM

JAN 18 2006 12:24 FR

TO 813033911859 P.03/28

Builders Group Technologies**CHANGE ORDER REQUEST
No. 00-322-00012**1 Wall Street Court
10th Floor
New York, NY 10005Phone: 212 635-0760
Fax: 212 981-0329TITLE: FM-200 Site Repairs
PROJECT: 00322-Qwest Communications - Various
60 Hudson Street
New York, NY 10014DATE: 3/19/01
JOB NO: 00-322
JOB ID: 101161TO: Qwest Communications
13952 Denver West Parkway
Building #53
Golden, CO 80401
Phone: 303-445-7137

Fax: 303-445-7219

CONTRACT NOCON-00322-01

ATTN: Erik Bradford

RE:

To:

From:

Number:

DESCRIPTION OF PROPOSAL

Provide labor and materials for all repairs to existing doors and fire stopping to prepare the space for the existing FM-200 System.

- 1) Furnish and install new doors and hardware at the following door locations: 2003, 2008, 2005, Rear Map Room Door & Juca Colocation Area.
- 2) Furnish and install new hardware at the following door locations: 2002, Office 2005, 2007, Front Map Room Door.
- 3) Provide painting at all new doors and all effected areas.
- 4) Furnish and install firestopping at all cable tray wall penetrations & clay duct openings.
- 5) Furnish and install firestopping at all miscellaneous conduit penetrations.
- 6) Furnish and install new signage at Map Room rear door.
- 7) Perform (2) independent fan tests to verify room integrity in all zones.

NOTES:

- 1) Additional general conditions will be billed as a lump sum COR as required.
- 2) Assistance from Qwest on site representative will be required to handle all wiring at clay ducts.
- 3) Adjustment to all existing doors & hardware not requiring replacement as required.
- 4) Work to be completed in 4-5 weeks, due to the 3 weeks lead time of the doors.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Carpentry	1.000	Lump Sum	\$6,300.00	0.00%	\$0.00	\$6,300.00
00002	Painting	1.000	Lump Sum	\$2,970.00	0.00%	\$0.00	\$2,970.00
00003	Signage	1.000	Lump Sum	\$97.00	0.00%	\$0.00	\$97.00
00004	Hardware	1.000	Lump Sum	\$2,295.98	0.00%	\$0.00	\$2,295.98
00005	Hollow Metal	1.000	Lump Sum	\$3,470.00	0.00%	\$0.00	\$3,470.00
00006	Glass	1.000	Lump Sum	\$275.00	0.00%	\$0.00	\$275.00
00007	Firestopping	1.000	Lump Sum	\$22,835.00	0.00%	\$0.00	\$22,835.00
00008	Fan Testing	2.000	Each	\$3,000.00	0.00%	\$0.00	\$6,000.00
00009	Fee	1.000	Lump Sum	\$4,424.00	0.00%	\$0.00	\$4,424.00

Unit Cost: \$48,666.98
Unit Tax: \$0.00
Lump Sum: \$0.00
Lump Tax: \$0.00
Total: \$48,666.98

NOTE: PLEASE RESPOND NO LATER THAN 3/26/01

APPROVAL: Builders Group Technologies

By:

James J. Manischalco

Qwest 0003

By:

Qwest Communications

Erik Bradford

Date:

01/18/2006 10:00AM

JAN 18 2006 12:24 FR

TO 813033911859

P.04/28

CHANGE ORDER REQUEST

No. 00-322-00013

Builders Group Tec' ologies

1 Wall Street Court
10th Floor
New York, NY 10005

Phone: 212 635-0760
Fax: 212 981-0329

TITLE: Bus Duct Heat Testing
PROJECT: 00322-Qwest Communications - Variou
60 Hudson Street
New York, NY 10014

DATE: 3/27/01

JOB NO: 00-322

JOB ID: 101161

TO: Qwest Communications
13952 Denver West Parkway
Building #53
Golden, CO 80401
Phone: 303-445-7137

CONTRACT NO CON-00322-02

ATTN: Erik Bradford

Fax: 303-445-7219

RE:

To:

From:

Number:

DESCRIPTION OF PROPOSAL

Provide labor and materials to perform a thermographic study of each joint on the 4000 Amp bus duct riser at every floor, while it is under load, for any "hot spots".

In order to maintain the integrity of the bus duct, avoid interruption in service, and due to existing obstacles. It is necessary to scan each splice plate with a hand held laser. The technician will record an average temperature through out and point out any problems.

NOTES:

1) Additional general conditions will be billed as a lump sum COR as required.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Testing	1.000	Lump Sum	\$2,890.00	0.00%	\$0.00	\$2,890.00
00002	Fee	1.000	Lump Sum	\$289.00	0.00%	\$0.00	\$289.00

Qwest 0004

Unit Cost: \$3,179.00
Unit Tax: \$0.00
Lump Sum: \$0.00
Lump Tax: \$0.00
Total: \$3,179.00

NOTE: PLEASE RESPOND NO LATER THAN 4/3/01

APPROVAL: Builders Group Technologies

By:

James J. Maniscalco

Qwest Communications

By:

Erik Bradford

Date:

Date:

01/18/2006 10:00AM

JAN 18 2006 12:24 FR

TO 813033911859

P.05/28



CHANGE ORDER

(INSIDE PLANT)

COPY

Contract No.:	008349	C. O. #:	00-8349-04
Project:	60 Hudson St., New York, NY (20 th floor)	Project No.	20132.15956.33019
Contractor:	Builders Group Technologies	Date:	April 16, 2001

Description of change:

Reference Design/Build, Part 2, Contract Order No. 008349, effective November 15, 2000.

Revise the GMP Contract Amount per this Change Order to increase Contractor's scope of performance and contract value to cover temporary connection of generator mounted loadbanks directly to the generator to meet time limitations for cut over to permanent power. Then disconnection and removal of same. Incorporated by reference and made a part herein is Attachment No. 1, which provides a breakdown of costs for the additions to the original scope of work.

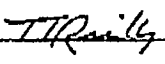
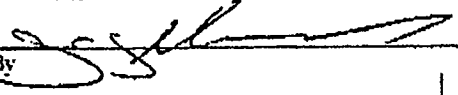
Increased GMP Amount: \$28,447.00**Reason for change:**

Changes were necessary to meet compressed time line for cut over to permanent power by proving generator reliability via a burn in process under load.

Contract Price Summary:

Previous Total Contract Amount (GMP):	\$1,664,371.11
Increase/Decrease per this Change Order:	\$28,447.00
Revised Total Contract Amount (GMP):	<u>*\$1,692,818.11</u>

Note the above total includes Contractor Fee of 10%*ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED****APPROVED AND ACCEPTED:**

Qwest Communications Corp.	Builders Group Technologies
Company	Contractor
By 	By 
Thomas T. Reilly	James Maniscalco
Director,	Project Manager
Contracts and Procurement	
Name/Title	Name/Title
Date 4/19/01	Date

Qwest 0005

Contract No. 008349
Change Order No. 00-8349-04
Project No. 20132.15956.33019
New York, NY

Attachment No. 1

Qwest 0006

01/18/2006 10:00AM

JAN 18 2006 12:24 FR

TO 813033911859

P.07/28

Builders Group Technologies**No. 00-322-00005**1 Wall Street Court
10th Floor
New York, NY 10005Phone: 212 635-0760
Fax: 212 981-0329TITLE: Temp of Load Bank
PROJECT: 00322-Qwest Communications - Various
60 Hudson Street
New York, NY 10014

DATE: 1/22/01

JOB NO: 00-322

JOB ID: 101161

TO: Qwest Communications
13952 Denver West Parkway
Building #53
Golden, CO 80401

CONTRACT NO: CON-00322-02

Phone: 303-445-7137

Fax: 303-445-7219

ATTN: Eric Bradford

RE:

To:

From:

Number:

DESCRIPTION OF PROPOSAL: Provide labor and material to temporarily connect the New Load Banks in to the pull box under the generator in order to load the Test Generators.

- 1) All work will be completed no later than January 23, 2001.
- 2) All cables will be installed on a temporary basis.
- 3) HOK will utilize 535 locomotive cable and 500 MCM couple taps.
- 4) All labor for removal upon completion is included.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Electrician	1.000	Lump sum	\$25,861.00	0.00%	\$0.00	\$25,861.00
00002	Fee 10%	1.000	Lump sum	\$2,586.00	0.00%	\$0.00	\$2,586.00

Qwest 0007

Unit Cost: \$28,447.00
Unit Tax: \$0.00
Lump Sum: \$0.00
Lump Tax: \$0.00
Total: \$28,447.00

NOTE: PLEASE RESPOND NO LATER THAN 1/29/01

APPROVAL: Builders Group Technologies

By:

James S. Maniscalco

Date:

1-22-01

Builders Group • 100, 714

Qwest Communications

By:

Eric Bradford

Date:

JAN 23 '01 08:35

01/18/2006 10:00AM

JAN 18 2006 12:24 FR

TO 813033911859

P.08/28



CHANGE ORDER

(INSIDE PLANT)

COPY

Contract No.:	008349	C. O. #:	00-8349-03
Project:	60 Hudson St., New York, NY (20 th Flr)	Project No.	20132.15956.33019
Contractor:	Builders Group Technologies	Date:	February 1, 2001

Description of change:

This change order is written to increase Contractor's scope of performance and scope of supply for the installation of four (4) BDFBs attached to Fibernet's DC power plant.

Reference Contract Order 008349, effective November 15, 2000. Incorporated by reference and made a part herein is Attachment No. 1, which delineates changes to the original Scope of Work per Qwest narrative. Also incorporated by reference is Attachment No. 2, which provides a detailed breakdown of pricing.

Increased GMP Amount: \$43,587.11

Note: All applications for payment must be accompanied with appropriate back-up.

Reason for change:

The work referred to on this Change Order was done per Qwest Engineering and Operations.

Contract Price Summary:

Previous Total Contract Amount (GMP):	\$1,620,784.00
Increase/Decrease per this Change Order:	<u>\$43,587.11</u>
Revised Total Contract Amount (GMP):	<u>\$1,664,371.11</u>

Note: The total above includes stipulated Contractor Fee.

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED

APPROVED AND ACCEPTED:

Qwest 0008

Qwest Communications Corp.	Builders Group Technologies
Company	Contractor
By <u>TT Reilly</u>	By <u>[Signature]</u>
Thomas T. Reilly	James Maniscalco
Director, Contracts & Procurement	Project Manager
Name/Title	Name/Title
Date <u>2/1/01</u>	Date <u>2-6-01</u>

Contract No. 008349

Change Order No. 00-8349-03

60 Hudson St. / New York City

Attachment No. 1

Scope of Work

Qwest 0009

Scope of Work -- 60 Hudson, New York, NY
DC Power Plant Installation and Associated Upgrades
Project #: 20132.15956.33019

Attachments

Documentation:

Qwest -- Scope of work -- see below

Drawings:

Qwest Space Planning Drawings #417200001

Scope of Work

This Scope of Work is for installation of 4 new BDFBs connected to FiberNet DC Power.
Installation of necessary ladder rack and cabling.

1. Coordinate delivery of materials with building management.
2. Install 4 BDFBs per Qwest drawing attached.
3. Core drill holes through floor to the FiberNet space as designated on the attached drawing.
Sleeve holes with conduit and cement in place.
4. Provide fire stopping in conduit once power cables are in place.
5. Supply all necessary ladder racking.
6. Lace and install all materials in compliance with Telcordia Standards.
7. Clean site to ensure project is presentable for customer.

Qwest 0010

01/18/2006 10:00AM

Contract No. 008349

Change Order No. 00-8349-03

60 Hudson St. / New York City

Attachment No. 2

Price Breakdown

Qwest 0011

JAN 18 2006 12:25 FR

TO 813033911859

P.12/28

BUILDERS GROUP TECHNOLOGIES

Construction Management

General Contracting

Consulting

January 10, 2001

Mr. Eric D. Bradford
Qwest Communications
13952 Denver West Parkway
Building #53
Golden, CO 80401

RE: DC Power - Fibernet
60 Hudson Street
BG Job # 00-122

Dear Mr. Bradford:

We herewith submit our proposal in accordance with your request of 1/5/01 and e-mails of March 27, 29, 31 and April 12th and drawing from the e-mail of March 21, 2000, for the installation of DC Power from Fibernets space on the 19th floor to the Qwest BDFB's located on the 20th floor.

- 1) Core drill two (2) five (5") inch holes through the existing floor slab of the 20th floor.
- 2) Install cable ladder from the point of entry of DC Power cables to the existing cable ladder.
- 3) Install cable ladder to connect the second tier of cable tray, to feed the BDFB's (25'-0" +/- of tray).
- 4) Accept and install and Bolt down (4) BDFB's supplied by Qwest.
- 5) Route sixteen (16) DC Power cables from the hole in the slab to the BDFB's.
- 6) Terminate the DC cables on the Qwest's BDFB's only in accordance with Qwest's standards.
- 7) Fire stop the new penetration upon completion of the installation of the DC Power cables.
- 8) Provide an asbuilt drawing with dimensions for the layout of the equipment.

07-800008	Fire Stopping
16-000008	Electrical
01-000008	General Conditions
	Investigation
	Labor/Clean up
	Supervision
	Total
	\$ 43,587.11

* All work was completed on a time and material basis and billed accordingly.

Notes/Clarifications:

- 1 - All DC cables to be ready and available at the hole within the slab by Fibernet's contractor.
- 2 - All DC power cable, cable ladder, BDFB's and required hardware to be supplied by Qwest.
- 3 - All work to be completed no later than Monday April 3, 2000.

I would like to take this opportunity to thank you for your consideration of our services.

Your written acceptance will constitute an agreement between us.

Very truly yours,
BUILDERS GROUP TECHNOLOGIES


James J. Maniscalco
Project Manager

cc: File

Qwest 0012



CHANGE ORDER

(INSIDE PLANT)

COPY

Contract No.:	008349	C. O. #:	00-8349-02
Project:	60 Hudson St., New York, NY	Project No.	20132.15956.33019
Contractor:	Builders Group Technologies	Date:	January 18, 2001

Description of change:

Reference Design/Build, Part 2, Contract Order 008349, effective November 15, 2000 and revise GMP to include premium time paid for 3rd shift to expedite schedule, furnish & install 5 TVSS's on 5 AC rectifier panels, and one EPO system on 2 existing generators and labor for preventative maintenance.

Increased GMP Amount: \$256,894.00

Reason for change:

Changes were necessary to meet Qwest requirements for AC power panels supplying DC plants and to meet revised schedule.

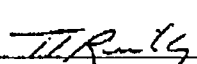
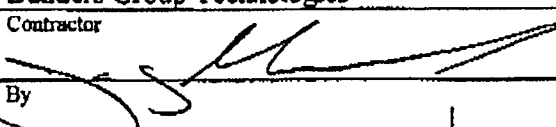
Contract Price Summary:

Previous Total Contract Amount (GMP):	\$1,363,890.00
Increase/Decrease per this Change Order:	<u>\$256,894.00</u>
Revised Total Contract Amount (GMP):	<u>\$1,620,784.00</u>

Note: The total above includes stipulated Contractor Fee.

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED

APPROVED AND ACCEPTED:

Qwest Communications Corp. Company	Builders Group Technologies Contractor
By 	By 
Thomas T. Reilly Director, Contracts & Procurement	James Maniscalco Project Manager
Name/Title	Name/Title
Date 1/29/01	Date 1-23-01

Qwest 0013



(INSIDE PLANT)

CHANGE ORDER

Contract No.:	008349	C. O. #:	00-8349-01
Project:	60 Hudson St., New York, NY	Project No.	20132.15952.33019
Contractor:	Builders Group Technologies	Date:	January 9, 2001

Description of change:

Reference Design/Build, Part 2, Contract Order 008349, effective November 15, 2000. Revise the GMP Contract Amount per this Change Order to cover costs associated with Contractor's labor, general conditions, insurance, tax, expenses, contractor fee and increased time on site. Incorporated by reference and made a part herein is Attachment No. 1., which delineates Qwest's changes to the original Scope of Work.

Increased GMP Amount: \$11,637.00

Reason for change:

Changes were necessary to assure FM-200 compliance in Qwest space, and to allow fire extinguishing system to operate successfully.

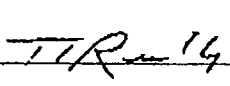

Contract Price Summary:

Previous Total Contract Amount (GMP):	\$1,352,253.00
Increase/Decrease per this Change Order:	<u>\$11,637.00</u>
Revised Total Contract Amount (GMP):	<u>\$1,363,890.00</u>

Note: The total above includes stipulated Contractor Fee.

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED

APPROVED AND ACCEPTED:

Qwest Communications Corp.	Builders Group Technologies		
Company	Contractor		
By 	By 		
Thomas T. Reilly	James Maniscalco		
Director,	Project Manager		
Contracts and Procurement			
Name/Title	Date	Name/Title	Date
	1/9/01		

Qwest 0014

Contract No. 008349
Change Order No. 00-8349-01

60 Hudson St. / New York City
Attachment No. 1

Qwest 0015



Qwest.

**Scope of Work – 60 Hudson
Door & Hardware Replacement**

Contract #: 008268

Project #: 20132.33004

Facilities Contact: Erik Bradford (303) 445-7137

Job Site: New York, NY

Site Address: 60 Hudson

Date: 5.29.00

1. Remove and dispose of (4) existing doors and hardware.
2. Furnish and install (4) new doors and required hardware in existing frame that meet FM200 requirements.
3. Coordinate all work with building management.
4. Verify compliance with FM200 standards and provide documentation of same.
5. Repair hardware forcibly removed from the installed door in the Collocation Room after new door was installed.



CONTRACT ORDER No. 008349
PROJECT No. 20132.15953.33019

Effective November 15, 2000 Qwest Communications Corporation, ("Company") and Builders Group Technologies ("Contractor") hereby agree that Contractor shall perform the following Construction Work for Qwest pursuant to all terms and provisions under the terms of Master Construction Agreement No. BZ 980026.

Part 2: Construction - (60 Hudson, New York, NY)

Description of Construction Work: Connect to the new electrical service from the new power vault to the existing power risers and required switchgear, all in accordance with the attached Scope of Work. (Attachment No.1).

Guaranteed Maximum Price: \$ 1,352,253.00 (inclusive of Contractors Fee at 10 % - see Attachment No.2 for price breakdown).

Location of Project: 60 Hudson -- New York, NY.

100% Performance and Payment Bond required : Yes ☐, No ☒.

Liquidated Damages: Yes ☒, No ☐, Amount: \$5,000.00/day

Start of Construction: November 15, 2000

Substantial Completion Date: December 15, 2000

Specifications: Incorporated by reference and attached hereto are the following documents:

- Attachment No. 1 - Scope of Work
- Attachment No. 2 - Price Breakdown of GMP
- Attachment No. 3 - Schedule
- Attachment No. 4 - Contractor Allowances and Clarifications
- Attachment No. 5 - Qwest Planning and Design Criteria Manual (6/12/00) (already in your possession)
- Attachment No. 6 - Communications and Invoicing Instructions
- Attachment No. 7 - Submittal Requirements

Qwest 0017





CONTRACT ORDER No. 008349
PROJECT No. 20132.15953.33019

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Qwest Representative: Erik Bradford

APPROVED AND ACCEPTED:

Qwest Communications Corp.	Builders Group Technologies
Company	Contractor
By 	By 
Thomas T. Reilly	James Maniscalco
Director, Contracts & Procurement	Project Manager
Name/Title	Name/Title
Date 1/2/01	Date

JAN 18 2006 12:25 FR

TO 813033911859

P.19/28

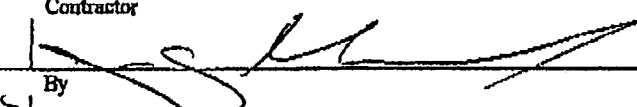


CONTRACT ORDER NO. 008349
PROJECT NO. 20132.15953.33019

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Qwest Representative: Erik Bradford

APPROVED AND ACCEPTED:

<u>Qwest Communications Corp.</u>	<u>Builders Group Technologies</u>
Company	Contractor
By	By 
Thomas T. Reilly	James Maniscalco
Director, Contracts & Procurement	Project Manager
Name/Title	Name/Title
Date	Date

Contract No. 008349
Attachment No. 1
Scope of Work

Qwest 0020

01/18/2006 10:00AM

CONSTRUCTION SCOPE OF WORK
BUILDERS GROUP
60 HUDSON
NEW YORK, NEW YORK

I. DESCRIPTION OF THE PROJECT

The proposed modification of the Qwest Communications site at 60 Hudson is to connect to the new electrical service from the building's new power vault to the existing Qwest Communication power risers, and required switch gear.

II. SCOPE OF WORK

1. Completion date will be 12/15/00.
2. All construction work shall be in accordance with all local, State, and National code requirements that are applicable.
3. Construction of new Electrical Service tie in from vault to existing Qwest Communication power risers.
4. Installation of new switchgear for permanent power. Switchgear to be located in the new vault location designated by Williams Real Estate.
4. Preparation and submission of Architectural, Structural, and Engineering drawings as required for building owner review and approval.
5. Preparation and submission of Architectural, Structural, and Engineering drawings as required for New York Building Department and Landmarks Conservation Society.
6. Field survey of existing conditions as required.
7. Probing as required for construction of conduit routings.
8. Preparation and provision of As-Built drawings to client in CD format at the conclusion of the project.

Drawing:

Highland Associates Drawing Project # 2000-458 Dated: 10/25/00 Drawing #: E-1
Highland Associates Drawing Project # 2000-458 Dated: 10/25/00 Drawing #: E-2
Highland Associates Drawing Project # 2000-458 Dated: 10/25/00 Drawing #: E-3
Highland Associates Drawing Project # 2000-458 Dated: 10/25/00 Drawing #: E-4

Qwest 0021

01/18/2006 10:00AM

JAN 18 2006 12:26 FR

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Contract No. 008349
Attachment No. 2
Guaranteed Maximum Price Breakdown (GMP)

Qwest 0022

01/18/2006 10:00AM

JAN 18 2006 12:26 FR

TO 813033911859

P.23/28

Qwest Communications Corp. - Price Breakdown for GMP			
80 Hudson Permanent Power Connection			
From:		To:	
James Maniscalco		Mr. T. T. Reilly - Contracts Mgr.	
One Wall Street Court		Qwest Communications Corp.	
New York, NY 10005		13952 Denver West Pkwy, Bldg. 53	
		Golden, CO 80401	
Item No. / Division No.	Description	Amount	Comments
Construction Trades / Subcontractors			
1000	Survey	\$0.00	
2000	Site Work	\$7,664.00	
3000	Concrete	\$13,104.00	
4000	Masonry	\$15,146.00	
5000	Metals	\$0.00	
6000	Wood & Plastics	\$5,029.00	
7000	Thermal and Moisture Protection	\$0.00	
8000	Doors & Windows	\$0.00	
9000	Finishes	\$10,604.00	
10000	Specialties	\$3,744.00	
11000	Equipment	\$0.00	
12000	Furnishings	\$0.00	
13000	Special Construction	\$0.00	
14000	Conveying Systems	\$0.00	
15000	Mechanical	\$0.00	
16000	Electrical	\$1,046,750.00	
17000	Security Systems	\$0.00	
	Miscellaneous -	\$4,000.00	
Subtotals:		\$1,106,041.00	

Qwest 0023

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Qwest Communications Corp. - Price Breakdown for GMP			
160 Hudson Permanent Power Connection			
From:		To:	
James Maniscalco		Mr. T. T. Reilly - Contracts Mgr.	
One Wall Street Court		Qwest Communications Corp.	
New York, NY 10005		13952 Denver West Pkwy, Bldg. 53	
		Golden, CO 80401	
Item No. / Division No.	Description	Amount	Comments
A.	Contractor's General Conditions -	\$123,280.00	
B.	Contractor's On-site Construction Support -	\$0.00	
C.	Insurances & Bonds -	\$0.00	
Subtotals:		\$1,229,321.00	
D.	Contractor's Fee (10 %)	\$122,932.10	
E.	Allowance for Taxes (direct pass-thru at cost)	\$0.00	
F.	Allowance for Transportation & Subsistence (direct pass-thru at cost) based on the Per Diem Rate listed below -	\$0.00	
G.	Per Diem Rate - \$	N/A	
Total GMP Value:		\$1,352,253.10	
Submitted by:			
By: [Redacted]			
(Name)			
[Redacted]			
(Title)			
[Redacted]			
(Date)			

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Contract No. 008349
Attachment No. 3
Schedule

Qwest 0025

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Contract No. 008349
Attachment No. 4
Contractor Allowances and Clarifications

Qwest 0026

01/18/2006 10:00AM

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TO 813033911859 P.27/28

November 3, 2000

Mr. Erik D. Bradford
Qwest Communications
13952 Denver West Parkway
Building #53
Golden, CO 80401

**RE: Electrical Service Tie-in
60 Hudson Street
Guaranteed Maximum Price
BG Project # 00-322/101161**

Dear Mr. Bradford:

We herewith submit our Guaranteed Maximum Price (GMP) in accordance with your request for the modifications to tie-in the existing electrical service riser to the new Con-Ed vault as follows:

- 1) All work in accordance with the design intent as per Builders Group Technologies Design Services Proposal #101161 dated 10/17/00, for the Electrical Service work only.
- 2) Furnish and install a new 4000 AMP switchboard with one (1) 3000 AMP and two (2) 800 Amp switch's as manufactured by the Atlas Switch Company.
- 3) Switchboard fabrication to commence upon receipt of Purchase Order and Final Design fabrication shall take 3 weeks.
- 4) Furnish and install conduit and or trough and wire from the new Con Ed switch to the new switchboard.
- 5) Furnish and install conduit and wire from the building existing service switch to the new switchboard.
- 6) Furnish and install conduit and wire from the new switchboard to the existing riser for the 20th floor.
- 7) Furnish and install conduit and wire from the new switchboard to tie in the space on the mezzanine.
- 8) Disconnection of existing transformer and switchboard as required, equipment to remain on site.
- 9) Furnish and install two (2) empty conduits from the new switchboard to the basement for future use.
- 10) Advisory board drawings and short circuit study is included.
- 11) Provide labor and materials for all necessary patching, painting and firestopping as required for all electrical work.
- 12) Furnish and install one (1) concrete housekeeping pad for new switchboard.
- 13) Removal/replacement of ceiling and ductwork in the ceiling on the first floor at corridor from Con Ed vault.

T:\2000 Proposals\101161-00-322 - Qwest Communications - Electrical Service Tie-in - 60 Hudson Street

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Page 2**Electrical Service Tie-in
Guaranteed Maximum Price
BG Project # 00-322****NOTES:**

- A. All electrical roughing shall be completed 12/15/00.
- B. A short utility shutdown will be required to transition from the temporary to the permanent service. This shutdown will be coordinated by Builders Group and will meet Qwest Maintenance Window requirements. MOPs for this work will be written by Builders Group.
- C. All routing of conduit was figured per the walk through meeting on 10/25/00.
- D. All new work shall be in compliance with the original project specifications from the 20th floor design drawings prepared by Highland Associates.
- E. Builders Group Technologies has priced this project as a Capital Improvement (New York State Only). Included sales tax on material only.
- F. Builders' Group Technologies has not been advised of subcontractors and has based this proposal on utilizing vendors of our choice.
- G. Builders Group Technologies has not included costs related to the Qwest Planning and design criteria manual in this GMP.

This Guaranteed Maximum Price does not include: Restoration or relocation of existing conditions not unforeseen, filing/expediting/Permit fees, Utility fees, Architectural/Engineering drawings or fees, Elevator or building service charges, Structural work if required, delays due to leasing or Building approval.

I would like to take this opportunity to thank you for your consideration of our services.

Your written acceptance will constitute an agreement between us.

Very truly yours,
BUILDERS GROUP

James J. Maniscalco
Project Manager

ACCEPTED & AGREED

BY: _____

DATE: _____

cc: File
G. J. Figliolla
A. Henderson
Estimating

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Contract No. 008349
Attachment No. 5
Qwest Planning & Design Criteria Manual

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Contract No. 008349
Attachment No. 6
Communications and Invoicing Instructions

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Contract No. 008349
Appendix A

Communications and Invoicing Instructions

1. CORRESPONDENCE AND TRANSMITTALS -

All correspondence relative to the Contract shall refer to the Contract number and the Project location and be addressed as follows:

1.1 Contractual Correspondence -

All contractual correspondence, including but not restricted to terms, conditions, price adjustments or any change to the price or scope of the Contract, shall be addressed to:

Qwest Communications Corp.
13952 Denver West Parkway, Bldg. 53
Golden, CO 80401
Attention: Manager, Contract Administration

1.2 Technical Correspondence -

All technical correspondence or project related correspondence shall be addressed to:

Qwest Communications Corp.
13952 Denver West Parkway, Bldg. 53
Golden, CO 80401
Attention: Facilities Construction Manager - (Project name / number)

2. INVOICING INSTRUCTIONS -

All invoices shall be submitted with necessary support documentation and shall properly identify the contract and project numbers. Invoices shall be submitted in duplicate and in the case of progress billings, include an Application for Payment (Attachment No. 1). All invoices shall be sent to the following address:

Qwest Communications Corp.
13952 Denver West Parkway, Bldg. 53
Golden, CO 80401
Attention: Facilities Project Accounting - Ms. Sandra Kehoe

In all cases, invoices must include the appropriate form of Lien Waiver. If invoicing for progress/partial payment, a Progressive Lien Waiver shall be attached to each invoice. If invoicing for release of retainage, a Final Lien Waiver shall be attached to the final invoice.

3. ATTACHMENTS -

Attachment No. 1 - Application For Payment - *(to be used for progress billings)*
Attachment No. 2 - Contractor's Progressive Affidavit, Release and Lien Waiver
Attachment No. 3 - Contractor's Final Affidavit, Release and Lien Waiver

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Attachment No. 1
Application For Payment

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**Attachment No. 2
Contractor's
Progressive Affidavit,
Release And Lien Waiver**

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**CONTRACTOR'S
PROGRESSIVE AFFIDAVIT, RELEASE AND LIEN WAIVER**

This Progressive Affidavit, Release And Lien Waiver is entered into with reference to that certain construction contract between the undersigned Contractor and Qwest Communications Corporation for construction related to installation of a telecommunications conduit system.

From: _____ (the "Contractor").

To: Qwest Communications Corporation (the "Owner").

Project: _____ (the "Project").

Location of the Project: _____
_____.

Construction Contract: _____
_____ (the "Contract").

The undersigned, being first duly sworn, deposes and says that:

1. The Contractor is the contractor for the performance of certain work and the furnishing of certain materials or supplies pursuant to the Contract.

2. This instrument is delivered for the purpose of inducing and in consideration of the sum of \$ _____ (CURRENT AMOUNT REQUESTED AND ALL AMOUNTS PAID TO DATE, LESS RETAINAGE), and is subject only to collection of any check given as payment of such sum. Further, Contractor acknowledges that upon receipt of this payment, Contractor has been paid for all of the work performed under the Contract (which includes all labor and materials furnished by or through Contractor for, on or to the Project) through the date hereof.

3. Contractor for itself, its successors, and on behalf of all persons able to claim through or under Contractor: (a) waives, relinquishes and releases all liens and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Contract through _____, except for retainage; (b) agrees to save Owner harmless from all liability, costs and expenses, including reasonable attorneys' fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien, claim to or right of action for such lien, which may be filed as a result of or in connection with any work performed at or materials furnished to the Project by, through or under Contractor or the Contract through the date hereof; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Contract, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Contract work; and (c) hereby releases the present and any future Owner, the Project and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State in which the Project is located in connection with the Contract or any labor or materials furnished by or through Contractor for, on or to the Project through the date hereof.

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4. Contractor warrants and represents: (a) all materials delivered to the Project by or for Contractor are for use therein only; (b) the Contractor has fully paid for all labor, materials, and all other expenses which Contractor has provided for the Project through _____; (c) title to all work, material and equipment covered by such payment, whether or not incorporated in the Project, has passed to the Owner, free and clear of all liens and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances (hereinafter all referred to as "liens"); (d) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid; and (e) all laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith for which the Owner might be responsible have been paid in full.

5. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this instrument.

6. The undersigned individual warrants and represents that he is duly authorized and empowered to sign and execute this instrument on behalf of the Contractor for which he is signing.

Dated this _____ day of _____, 2000.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2000, by _____ as _____ of _____, a _____.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

(SEAL)

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**Attachment No. 3
Contractor's
Final Affidavit,
Release And Lien Waiver**

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**CONTRACTOR'S
FINAL AFFIDAVIT, RELEASE AND LIEN WAIVER**

This Final Affidavit, Release And Lien Waiver is entered into with reference to that certain construction contract between the undersigned Contractor and Qwest Communications Corporation for construction related to installation of a telecommunications conduit system.

From: _____ (the "Contractor").

To: Qwest Communications Corporation (the "Owner"),

Project: _____ (the "Project").

Location of the Project: _____

Construction Contract: _____ (the "Contract").

The undersigned, being first duly sworn, deposes and says that:

1. Contractor is the contractor for the performance of certain work and the furnishing of certain materials or supplies pursuant to the Contract.

2. This instrument is delivered in consideration of and for the purpose of inducing Owner to make final payment of \$ _____, and is subject only to collection of any check given as payment. Contractor acknowledges that upon receipt of this final payment, Contractor has been paid for all of the work performed under the Contract (which includes all labor and materials furnished by or through Contractor for, on or to the Project).

3. Contractor for itself, its successors, and on behalf of all persons able to claim through or under Contractor: (a) waives, relinquishes and releases all liens and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Contract; (b) agrees to save Owner harmless from all liability, costs and expenses, including reasonable attorneys' fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien, claim to or right of action for such lien, which may be filed as a result of or in connection with any work performed at or materials furnished to the Project by, through or under Contractor or the Contract through the date hereof; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Contract, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Contract work; and (c) hereby releases the present and any future Owner, the Project and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State in which the Project is located in connection with the Contract or any labor or materials furnished by or through Contractor for, on or to the Project through the date hereof.

4. Contractor warrants and represents: (a) all materials delivered to the Project by or for Contractor are for use therein only; (b) title to all work, material and equipment covered by such payment, whether or not incorporated in the Project, has passed to the Owner, free and clear of all liens

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and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances (hereinafter all referred to as "liens"); (c) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid; and (d) all laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith for which the Owner might be responsible have been paid in full.

5. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this instrument.

6. The undersigned individual warrants and represents that he is duly authorized and empowered to sign and execute this instrument on behalf of the Contractor for which he is signing.

Dated this _____ day of _____, 2000.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2000 by _____, as _____ of Contractor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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SECTION 01300

SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section summarizes the requirements for the submittal of documents to Qwest that are defined in these Specifications. It also describes the procedures for "supplemental" submittals.

PART 2: PRODUCTS

2.01 SUBMITTAL SCHEDULE

- A. The Contractor shall provide a submittal schedule within 14 days after Notice to Proceed. The Submittal Schedule shall be directly related to the schedule of tests, results of these tests, shall identify all the submittals and shall include the following information for each submittal item:
 - 1. Specification section, contract article, or special condition
 - 2. Specification Subparagraph
 - 3. Item description/test
 - 4. Date the submittal shall be submitted
 - 5. Name of subcontractor or supplier
- B. The submittal schedule shall be updated every two weeks by the Contractor and submitted with the progress payment request.

2.02 INITIAL SUBMITTAL

- A. Each submittal document shall include a title block showing the following information:
 - 1. Date of submittal and revision dates.
 - 2. Contract title and number.
 - 3. The names of the Contractor, subcontractor, supplier, manufacturer.
 - 4. Identification of test.
 - 5. Subject identification by contract drawing or specification reference.

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- B. A company submittal documents with a transmittal form which shall contain the following information:
1. Contractor's name, address and telephone number.
 2. Submittal number and date.
 3. Contract title and number.
 4. Supplier's, manufacturer's or subcontractor's name, address and telephone number.
 5. Identification of variations from contract documents.
 6. Contractor's stamp and signature certifying his review.
 7. Identification of submittal:
 - a. If the submittal is being made on a General Condition or Special Condition, reference the General or Special Condition number.
 - b. If the submittal is being made under a specification section, reference the specification number, paragraph number and subparagraph number.
 - c. If the submittal is being made under a drawing, reference the drawing(s) number, and revision.
- C. The Contractor shall at the time of the submission describe variations from the contract documents in writing, separate from the submittal document. Variations must be approved in writing by the Construction Manager. If the Construction Manager approves any such variation, an appropriate contract change order shall be issued except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued, however written approval is still required. If a submission contains variations and the variation column is not marked on the transmittal form, it will not be considered for review and acceptance. Along with marking the transmittal as a variation, a description must be included which outlines all the differences including maintenance and utility services along with any cost savings from an item not containing the variation.
- D. Changes in accepted submittal documents will not be permitted unless those changes have been accepted, in writing, by Qwest.
- E. Contractor will maintain a submittal log to track the status of each submission to include the items contained in paragraph 202 A 1-5, and the action code.

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PART 3: EXECUTION**3.01 CONTRACTOR'S REVIEW**

- A. The contractor shall review submittal documents, stamp and sign as reviewed and approved as complying with contract documents prior to submission to Qwest.

3.02 QWEST REVIEW

- A. Submittal documents will be reviewed by Qwest, the designer and the Construction Manager for conformance to requirements of the contract drawings and specifications. Review of a separate item will not constitute review of an assembly in which the item functions. Qwest will withhold approval if submittals that depend on other submittals not yet submitted. Review and acceptance will not relieve the Contractor from his responsibility for accuracy of submittals, for conformity of submittal document to requirements of contract drawings and specifications, for compatibility of described product with contiguous products and the rest of the system, or for protection and completion of the contract in accordance with the contract drawings and specifications.
- B. Qwest, the designer, and/or the Construction Manager will review the submittal documents for general conformance with the contract documents and mark the Action Code, sign and date the transmittal.
- C. The Action Codes have the following meanings:
 - 1. A-ACCEPTED is an approval, and means that the illustration and description appears to conform to the respective requirements of the contract documents.
 - 2. B-ACCEPTED AS NOTED is an approval, and means that the illustration and description will conform to the respective requirements of the contract documents after the changes in recognition of the reviewer's comments. Submittals so marked need not be resubmitted.
 - 3. C-REVISE AND RESUBMIT means that the submittal is unacceptable and must be revised and resubmitted.
 - 4. E-NOT ACCEPTED means that the submittal is not approved and that a new submittal in accordance with the contract documents shall be made.
 - 5. F-RECEIPT ACKNOWLEDGED means an item is received by the Construction Manager but no review was made. This mark is for use in resubmitting items that were previously accepted as noted and the Contractor has incorporated the notes and wants the Construction Managers' staff to have the same material that the Contractor's field staff is using.

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3.03 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor's responsibility for errors and omissions in submittal documents and associated calculations is not relieved by the Qwest review, correction and acceptance of submittals.
- B. Contractor's liability to Qwest, in case of variations in the submittal document from the requirements of the contract documents, is not relieved by Qwest's review and acceptance of submittals containing variations unless Qwest expressly approves the deviation in writing, in which Qwest describes the variation.
- C. The Contractor shall maintain a file of all approved submittal documents at the worksite. The complete file of all approved submittal documents shall be turned over to Qwest with as-built documents at the end of the job.
- D. Schedule impact due to resubmittal requirements is the responsibility of the Contractor.

3.04 REQUEST FOR INFORMATION (RFI)

- A. Contractor shall submit to the designer and Qwest all design/construction clarifications, questions, or modifications for approval through the Request for Information (RFI). This request shall include as a minimum the basic site and contract information; contract/specification reference; a description with appropriate support documents of the request to include impact and costs.
- B. RFI's will be numerically sequenced beginning with 001 and record of the submission will be maintained in a log which includes the date of submission; to whom; brief description and references and receipt of response and disposition. Copy of log will be maintained by the Contractor at a designated site location agreed upon by the Contractor and Construction Manager. A copy of the log will be submitted monthly in accordance with Section 01400, paragraph 103.D.

PART 4: MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

PART 5: PAYMENT

5.01 METHOD OF PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the applicable unit price item, work order or lump sum bid item.

END OF SECTION 01300

Qwest 0044

SECTION 01400**CONTRACTOR QUALITY CONTROL****PART 1: GENERAL****1.01 DESCRIPTION**

- A. This Section identifies the Quality Control activities to be performed during all phases of the contract by the Contractor.
- B. The Contractor shall have in place his Quality Control Program as necessary to ensure that all materials and work are completed in compliance with contract documents. The Contractor is solely responsible for Quality Control with exception to those tests and or audits that may be conducted by Qwest as defined in the contract documents. Contractor shall submit his Quality Control Program Manual to Qwest Construction Manager for review/information.
- C. Test schedules and/or testing requirements for materials used on this project are included in the technical specifications. Laboratory and field-testing identified in the technical specifications shall be conducted by an Independent Testing Agency (ITA) retained by the Contractor.

1.02 SUBMITTALS

- A. Refer to Technical Specification Section for submittal requirements.
- B. The Contractor shall submit a list of suppliers and subcontractors. This list shall include items to be supplied by each supplier and/or subcontractor and shall identify work to be performed by each subcontractor. The list shall be updated and resubmitted as required.
- C. **Quality Control Plan**

Within 10 days after Notice to Proceed, the Contractor shall submit for review and acceptance a Quality Control Plan. Acceptance by the Construction Manager does not relieve the Contractor of compliance with the contract requirements. The Contractor Quality Control Plan shall address the following as a minimum:
 - 1. Provide a general description of Quality Control monitoring to be performed until final acceptance by Qwest.
 - 2. The Contractor shall designate an employee as the Quality Control Manager qualified to perform quality control monitoring of the Work. The designated individual shall have the authority to direct work changes required to bring the Work into conformance with contract requirements including stopping non-conforming work in progress.
 - 3. The Quality Control Plan shall address each technical specification division's requirements for quality control. The Contractor shall identify each item requiring submittal and

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approval/acceptance prior to installation of work. Also, the Contractor shall identify each item work requiring testing by the independent testing agency.

4. The Quality Control Plan shall address and establish controls and documentation format to ensure that items or materials that have been accepted through receiving inspection are used and installed. Identification and trace-ability shall be provided throughout all inspections, test activities and records. For stored items, provisions shall be made for the control of item/material identification, consistent with the expected duration and type of storage.
 5. Provide methodology of monitoring, testing and exercising of all equipment, valves and/or assemblies to ensure the Work installed is in proper working order.
 6. Provide emergency contact information including name, company, title, work phone number, home phone number and other means of contact. The Emergency Contact list shall include at least four individuals. The Emergency Contact list shall be maintained on a daily basis. In the event that there is any change in any of the information, the Contractor shall forward the updated list to the Construction Manager. The Emergency Contact list shall include the project number, project title and date of issue.
- D. Daily Quality Control Report shall be submitted weekly on the form included. The Contractor may add sheets of information to this form as required. The report shall address as a minimum the following: identify number of workers on site each day by trade; identify notifications and discussions with/by Qwest Construction Managers and other agency inspectors, identify quality of work placed that day and any deviations and/or corrections required to bring the Work into conformance with the contract. Daily reporting may not be computerized or typed. Only legible hand written reports on the approved form shall be accepted. Submit one copy via fax of the Daily Quality Control Report to the Construction Manager the Monday following the work. Contractor will maintain a copy of the report at the worksite. The report shall be signed by the Contractor's Quality Control Representative and the Contractor's Superintendent.

1.03 DOCUMENTATION

- A. The Contractor shall not change or alter approved submittals, procedures, specifications, drawings or any other pertinent documentation without the Construction Manager's written authorization.
- B. All records and documents that are quality related shall be prepared, identified and maintained by the Contractor and shall be made available to Qwest upon request. Records shall be protected from damage, deterioration or loss. A copy of the records and documents shall be maintained at the Work site at all times unless the Construction Manager has approved other locations in writing. Retention time for all quality records shall be not less than three years from date of Final Acceptance

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contract. No quality records shall be discussed without Qwest approval.

- C. The Contractor shall maintain records at the actual worksite and at the Contractor's office to show the inspection status of materials and items installed in order to ensure that the required inspections and tests have been performed in a timely and correct manner.
- D. The Contractor shall provide documentation to Qwest verifying the condition of the site and progress of the contracted scope of work. This documentation is intended to verify incremental progress toward scheduled project completion in lieu of a full-time on-site Qwest Construction Manager. The submittal of shop drawings or product data samples required by contract is not governed by this section. Documentation shall consist of reports, logs and photographs listed below. Weekly project photographs shall be still photos annotated with site location, date/time, and a description of the photo as a minimum. Digital photos are preferred. Digital photos shall be furnished in JPEG format. Photos shall be delivered on compact disk (preferred) or 100 MB Zip disks, and one set of color prints. Contractor shall furnish all cameras, prints, and media for digital photos as part of in-scope costs. Photos will be submitted to Construction Manager on a weekly basis. Project documentation deliverables shall include as a minimum:
 - 1. Initial site condition report – photographs of site prior to start of renovation or construction. Narrative report required for conditions that would require out-of-scope work. Supplemental photographs may be requested by Qwest.
 - 2. Site progress report – narrative of construction progress with annotations, and photographs if required. Of particular interest are critical items that will be buried, encased in concrete or enclosed in walls. Report to be submitted daily.
 - 3. Contractor's logs – legible copies to be submitted monthly unless requested more frequently by Qwest. Includes submittal log, request for information log (RFI).
 - 4. Punchlists
 - 5. Manpower resource curve.
 - 6. Detailed schedules

1.04 INSPECTIONS AND TESTS

- A. Inspection and tests, conducted by persons or agencies other than the Contractor, shall not in any way relieve the Contractor of his responsibility and obligation to meet all specifications and the referenced standards. The Contractor's designated Quality Control Representative shall inspect the work and shall ensure that the work complies with the contract requirements prior to any requests for inspection or testing.

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- B. When the specifications, laws, ordinances, rules, regulations or orders of a public agency having jurisdiction require the Construction Manager's surveillance of inspections or tests, the Contractor shall notify the Construction Manager of the place, date and time 48 hours prior to the inspection and/or test. The Contractor shall be responsible for notifying and requesting inspection by other agencies. Prior to request for other agency inspections, the Contractor shall meet and plan inspection times with the Construction Manager and/or the Construction Manager's designated representative.
- C. Special inspections or tests may be required by the technical specifications, Qwest, State and/or Federal Agencies in addition to those tests already performed. The Contractor shall notify the Construction Manager at least 48 hours in advance of the additional inspections or tests.

1.05 INSPECTION PLAN

- A. The Contractor shall utilize the following four-point inspection plan to ensure the conformance of the Work performed by the Contractor meets the requirements of the contract drawings and specifications, the referenced codes and standards and the approved submittals:
1. **PREWORK COORDINATION:** Prior to the start of the construction work on the contract and prior to the start of work under each separate specification section and prior to the start of work where a change in a construction operation is contemplated by the Contractor and prior to a new subcontractor starting work, a coordination meeting will be held with the Contractor's Superintendent, Quality Control and Safety Representative(s), and the ITA representative. Supervisory, Safety and Quality Control, representatives of all applicable subcontractors will also attend. Notify Qwest Construction Manager of all meetings scheduled. The Construction Manager may or may not attend. The Contractor's Superintendent will chair the meeting. The purpose of the meeting is to ensure the Contractor's personnel have no misunderstandings regarding their safety and quality procedures as well as the technical requirements of the contract. The following items shall be presented and reviewed by the Contractor at the meeting:
 - a. Contract requirements and specifications.
 - b. Shop drawings, certifications, submittals and as-built drawings that may apply.
 - c. Testing and inspection program and procedures.
 - d. Contractor's Quality Control program.
 - e. Familiarity and proficiency of the Contractor's and subcontractor's workforce to perform the operation to

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required workmanship standards including certifications of installers.

- f. Safety and environmental precautions observed.
 - g. Any other preparatory steps dependent upon the particular operation.
 - h. The Contractor's means and methods for performing the work.
2. **COMPLETION INSPECTION:** Forty-eight hours prior to the completion of an item or segment of work and prior to covering up any work, The Contractor will notify the Construction Manager who will verify that the segment of work is substantially complete, all inspection and tests have been completed and the results are acceptable. The purpose of this inspection is to allow further corrective work upon, or integral to, the completed segment of work. **THIS IS NOT AN ACCEPTANCE INSPECTION.** For items that are determined to be deficient, need correction or are non-conforming items, the Construction Manager and Contractor's Quality Control Representative will verify the correction of the deficient and/or non-conforming items prior to the start of the next operation.
3. **PRE-FINAL ACCEPTANCE INSPECTION:** Prior to requesting a Pre-final Acceptance Inspection by Qwest, all work and operational systems to be inspected shall be satisfactorily completed, tested, and inspected by the Contractor and his QC Representative. The Contractor's written request for this inspection shall be made 72 hours in advance. With the request shall come a list of any known deficiencies and when they will be corrected. If the list is too large or contains too many significant items, in the opinion of the Construction Manager, no inspection will be held because of the incompleteness of the work.
- The Construction Manager will schedule the Pre-Final Acceptance Inspection and will prepare a list of deficient items (punchlist) discovered during the inspection. If during the inspection the list become too large or too many significant items are on the list, the inspection will be canceled. After the inspection is completed, the Deficiency List will be transmitted to the Contractor for correction of the deficient items.
4. **FINAL ACCEPTANCE INSPECTION:** After the Contractor has completed all items on the deficiency list (generated from the Pre-Final Acceptance Inspection) he shall request a Final Acceptance Inspection. The request shall be made in writing at least 72 hours in advance of the inspection. The Construction Manager, the design consultant, a representative of the funding agency (if applicable) and other interested parties will inspect the subject Work to ensure that all deficiencies have been satisfactorily

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attended to and that no new deficiencies have appeared and that all systems are completely functional. Any outstanding or additional deficient items will be noted and handled per the requirements of the Pre-Final Acceptance Inspection noted above until the Work is acceptable to the Construction Manager.

1.06 SAMPLES

- A. The Contractor shall maintain at the worksite a copy of all samples submitted and accepted by Qwest. Samples shall be made available to the designer or the Construction Manager's designated representatives for review and comparison in the field. The Construction Manager prior to use on the project must accept all items and materials.
- B. The installed work will be compared to the samples and if any of the work is not of the same quality, material, finish, color, texture or appearance as the sample, that portion that is not the same will be considered defective and in non-conformance.
- C. Contractor selection of samples will only be considered if taken at random. The Contractor shall permit representatives of Qwest to witness the selection of samples. Inspection or tests of items or materials that fail shall be sufficient cause to terminate further inspections/test of the same brand, make or source of that product.
- D. The Contractor is obligated to correct any item deemed deficient.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.01 REQUIREMENTS

- A. All materials required for the contract shall be new except where specified otherwise. The Construction Manager may elect to perform additional inspections and/or tests at the place of the manufacture, the shipping point or at the destination to verify conformance to applicable specifications. Inspections and tests performed by Qwest shall not relieve the Contractor from the responsibility to meet the specifications, nor shall such inspections/tests be considered a guarantee for acceptance of materials that will be delivered at a later time.
- B. The Contractor is obligated to correct or remove non-conforming materials, whether in place or not. If necessary, the Construction Manager will send written notification to the Contractor to correct or remove the defective materials from the project. If the Contractor fails to respond, the Construction Manager may order correction, removal and/or replacement of defective materials by others, in which case the Contractor shall bear all costs incurred by such actions.
- C. Materials accepted on the basis of a Certificate of Compliance may be sampled and inspected/tested by Qwest or its designer at any time. The fact that the materials were accepted on the basis of such certification

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shall not relieve the Contractor of his responsibility to use materials that conform to the specifications.

- D. The Contractor shall impose upon his suppliers the same quality control requirements, including inspection of test procedures, as imposed upon him by the specifications and referenced standards. The Contractor shall apply appropriate controls, designed to ensure that all materials meet the requirements and specifications.

Part 4: MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. No Separate measurement shall be made for work under this section.

PART 5: PAYMENT

5.01 METHOD OF PAYMENT

- A. No separate payment will be made for work under this section. The cost of the work described in this Section shall be included in the applicable unit price item, work order or lump sum bid item. If Qwest is required to reinspect work or conduct a special test because a previous inspection, requested by the Contractor, showed that the work was defective or not in conformance, the Construction Manager or his authorized representative may deduct from the contract value the cost of re-inspection at the rate of \$75.00 per man-hour.

END OF SECTION 01400

Qwest 0051

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SECTION 01402

QUALITY ASSURANCE

Part 1: GENERAL

1.01 DESCRIPTION

- A. This Section identifies Qwest Inspection activities to be performed by the Qwest Construction Manager.
- B. Inspection and tests, conducted by persons or agencies other than the Contractor, shall not in any way relieve the Contractor of his responsibility and obligation to meet all specifications and the referenced standards.
- C. The inspection and approval of work by other agencies above does not constitute inspection or acceptance of work required by Qwest. Technical specifications may contain requirements more stringent than other code agency requirements.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.01 MANUFACTURING AND FABRICATION INSPECTIONS

- A. The Construction Manager may elect to perform additional inspections and/or tests at the place of the manufacture, the shipping point or at the destination to verify conformance to applicable specifications. Inspections and tests performed by Qwest shall not relieve the Contractor from the responsibility to meet the specifications, nor shall such inspections/tests be considered to be a guarantee for acceptance of materials that will be delivered at a later time.
- B. The Construction Manager or his authorized representative may inspect at its source any material or assembly to be used in the work. Manufacturing plants may be inspected from time for time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples for testing and further inspection.
 - a. The Construction Manager shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
 - b. The Construction Manager shall have full access during scheduled production or warehousing working hours to parts of the plant that are concerned with the manufacture, production, storage or shipping if materials being furnished.

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- c. Contractor shall arrange for adequate office or working space that can reasonably be needed for conducting a plant inspection. Office or working space shall be conveniently located with respect to the plant and/or warehouse as required by the Construction Manager.

- C. It is understood and agreed that Qwest shall have the right to re-test at Qwest's expense any materials which have been tested and accepted at the source of supply after it has been delivered to the site.

3.02 INSPECTIONS AND TESTS

- A. It is understood and agreed that Qwest shall have the right to take samples and perform testing of samples at different intervals concurrent to the Contractor's testing program. The Contractor shall be issued a Nonconformance Report or a Remedial Action Request in the event Qwest tests fail.
- B. Materials accepted on the basis of a certificate of compliance may be sampled and inspected/tested by Qwest or its designer at any time. The fact that the materials were accepted on the basis of such certification shall not relieve the Contractor of his responsibility to use materials which conform to the specifications.
- C. Qwest inspection shall include but not be limited to Initial Inspection, Follow-up Inspection, Completion Inspection, Pre-Final Acceptance Inspection, and Final Acceptance identified in Technical Specifications Section 01400.

3.03 NONCONFORMING WORK AND MATERIALS

- A. Remedial Actions Request (RAR) (see attached form)

The Construction Manager will request the Contractor to take remedial action when nonconforming work is discovered and/or when test results indicate nonconforming work.

The Construction Manager will document remedial action that cannot be taken immediately (the same day) by issuing a Remedial Action Request form to the Contractor.

Remedial Action Requests are appropriate when the affected element of work is in-progress and discrepancies can be rectified as the work proceeds. RAR's shall be written when work can be brought back into conformance with the contract documents.

Upon satisfactory completion of the remedial action, the Contractor shall transmit the RAR form with the Contractor's statement of action taken (including any applicable test results) to the Construction Manager. The Construction Manager will perform a follow-up inspection to verify the RAR has been satisfactorily completed. The RAR then will be closed.

- B. NONCONFORMANCE REPORT (NCR) (See attached form)

A Nonconformance Report will be issued to the Contractor by the Construction Manager whenever there are violations of the terms of the contract which cannot be

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immediately brought back into conformance, including materials received and/or items of the work found to be in nonconformance with contract requirements.

The Nonconformance Report form will describe the nature and extent of nonconforming elements and will include space for the Contractor's corrective action proposal, the designer's review of the Contractor's proposal, reinspection and/or verification of approved corrective rework and a space for the Construction Manager's disposition of the nonconformance matter. Copies of the Nonconformance Report, at each step of its processing (i.e. initial issuance to Contractor through final disposition), will be sent to the Construction Manager.

The disposition of nonconforming item/materials will be made by the Construction Manager.

- 3.04 The Contractor is obligated to correct any item deemed deficient. Description of this corrective action will be submitted on Part II of the Nonconformance Report.

PART 4: MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

PART 5: PAYMENT

5.01 METHOD OF PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in the Section shall be included in the unit price item, work order or lump sum bid item.

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Receiver Drop Shipments

The general contractor will act as agent for Qwest in receiving drop shipments to the site. The equipment will ultimately be installed in the facility by either the general contractor or by a firm contracted to Qwest. The contractor shall sign for the shipment and provide storage that includes adequate security and protection from the elements. The contractor shall inventory all shipment and inspect for damage, documenting all discrepancies. After receiving the shipment, the contractor shall notify the Qwest construction manager and forward the original shipping documents and inspection reports to Qwest. Qwest will notify the general contractor when shipments can be expected. Any materials received and stored off site shall be stored in a bonded facility. For deliveries that require services not available on site to unload (such as cranes, forklifts, rigging services) and storage facilities, direct costs may be passed on to Qwest. Costs for services to unload equipment that will be used to immediately install the equipment will be born by the installation contractor.

Qwest 0055

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DAILY REPORT

PROJECT TITLE _____

DATE _____

PROJECT NO. _____

REPORT NO. _____ SHEET NO. _____ OF _____

CONTRACTOR _____

INSPECTOR _____

CONTRACTOR'S WORKSHIFT

CONTRACT DAY NO _____ OF _____

WEATHER CONDITIONS _____

HIGH _____ LOW _____

SITE CONDITIONS

LABOR	BY FORCE
QTY	TRADE
	FOREMAN
	CARPENTER
	LABORER
	IRONWORKER
	OPERATOR
	FINISHER
	PIPE FITTER
	PLUMBER
	ELECTRICIAN
	SURVEY
	WAGON
	QC
	TOTAL

[illegible]

ACTIVITIES THIS DATE INCLUDING SUBCONTRACTOR BY NAME:

FILE NO. _____ PREPARED BY _____

Qwest 0056

APPROVED BY _____

01/18/2006 10:25AM

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DAILY REPORT CONTINUATION

PROJECT TITLE _____ DATE _____
PROJECT NO. _____ SHEET NO. _____ OF _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

FILE NO. _____ PREPARED BY _____

APPROVED BY _____

Qwest 0057

01/18/2006 10:25AM

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REMEDIAL ACTION REQUEST

(SIDE 1)

CONTRACT TITLE _____ CONTRACT NO. _____
CONTRACTOR _____ INSPECTOR _____
DAY/DATE/WORKSHIFT _____ REPORT NO. _____ PG. _____ OF _____
ATTENTION: _____ DATE: _____

PURSUANT TO INSPECTIONS CONDUCTED ON THIS DATE, YOU ARE HEREBY REQUESTED TO IMMEDIATELY PERFORM CORRECTIVE AND/OR REMEDIAL ACTIONS RELATIVE TO DEFICIENCIES DETECTED IN THE WORK, AS FULLY DESCRIBED BELOW:

DESCRIPTION OF WORK ELEMENTS REQUIRING REMEDIAL ACTIONS _____

CONTRACT REFERENCE(S) _____

REINSPECTION TO VERIFY THAT YOUR REMEDIAL ACTIONS HAVE BEEN PERFORMED WILL TAKE PLACE ON _____

RECEIPT ACKNOWLEDGEMENT ☐ IS, ☐ IS NOT, REQUIRED BY _____

_____ FOLLOW UP _____

REINSPECTION REMARKS (if necessary, continue on reverse side) _____

BY _____ DATE _____

STATUS OF REMEDIAL ACTION REQUEST _____

FILE _____ BY _____ DATE _____

Qwest 0058

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CONTRACT TITLE _____ CONTRACT NO. _____
SUBJECT NO. _____

INSPECTOR _____ DATE _____ REPORT NO. _____ PG. OF _____

SUPPLEMENTARY REMARKS

BY _____

SKETCH (If Appropriate)

Qwest 0059

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NOTICE OF NONCONFORMANCE

(SIDE 1)

CONTRACT TITLE _____ CONTRACT NO: _____
 CONTRACTOR _____ N/C REPORT NO _____ PG _____ OF _____
 ATTENTION: _____ DATE: _____

NOTICE IS HEREBY GIVEN THAT THE TERMS, MATERIALS AND/OR ITEMS OF THE WORK, AS FULLY DESCRIBED BELOW, WERE REVIEWED, INSPECTED AND/OR TESTED BY THIS OFFICE AND WERE FOUND TO BE NOT IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBJECT CONTRACT. YOUR IMMEDIATE ATTENTION AND CORRECTIVE ACTIONS ARE REQUIRED.

BE ALSO ADVISED THAT NO PAYMENT WILL BE MADE FOR WORK DEEMED TO BE IN NONCONFORMANCE WITH THE CONTRACT UNTIL SUCH TIME AS YOUR CORRECTIVE ACTIONS HAVE BEEN SUBMITTED, APPROVED AND PERFORMED: (SEE PAGE TWO FOR CORRECTIVE ACTION PROPOSAL, ACCEPTANCE AND PERFORMANCE FORM.

CONTRACT REFERENCE: _____

CONTRACT REFERENCE: _____

RECEIPT ACKNOWLEDGEMENT IS REQUIRED!

BY: _____

Construction Manager

FILE: _____

100:

RECEIPT BY: _____ DATE: _____

Qwest 0060

01/18/2006 10:25AM

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CORRECTIVE ACTION

(PAGE 2)

ATTENTION: _____

N/C REPORT NO. _____ PG. _____ OF _____

I. PROPOSAL: CONTRACTOR'S DESCRIPTION OF PROPOSED CORRECTIVE ACTION (use Attachment if necessary)

PROPOSAL DATE _____

PROPOSAL BY _____

II. ACCEPTANCE: ☐ DESIGN CONSULTANT, ☒ Qwest, OR ☐ OTHER. REVIEW OF CORRECTIVE ACTION PROPOSAL

RESPONSE DATE _____

RESPONSE BY _____

III. PERFORMANCE: FIELD INSPECTION REMARKS (Reference Inspection Report No.)

INSPECTION DATE _____

INSPECTION BY _____

DISPOSITION

THE STATUS OF THE SUBJECT NONCONFORMING ITEM(S) AND OF PROPER CORRECTIVE ACTION(S) IS AS FOLLOWS:

FILE _____

BY _____

Construction Manager

01/18/2006 10:25AM

Qwest 0061

QWEST COMMUNICATIONS CORP.

REQUEST FOR CHANGE ORDER
BUILDING ENGINEERING & CONSTRUCTION (Inside Plant)
EXTERNAL DEDUCTIVE CHANGE ORDER
(Information Necessary For Issuance of a Change Order)

Contract No. 8349FB
 Contractor Name: Builders Group Vendor #159273
 Project Location: 60 Hudson Street New York, NY
 Project Nos. / Codes: 20132.15952.33019
 Description of Change: External deductive change order

Change Order Amount: (\$62,269.19)Adjusted Contract Amount \$1,682,494.90

Reason for Change: Construction costs came in less than original proposed cost. This is to close out open commitments in contract. We have received a final lien waiver & final billing from vendor.

Method of Pricing: *(please check one)*

Lump Sum ☐ T&M ☐ Unit Price ☐ Revised GMP ☒ Other ☐

Changes to Schedule: *(please indicate any changes to Schedule / Completion Date)*

N/A

Attachments: *(please include any applicable attachments, i.e., copy of Contractor's Quote, Drawings, etc.)***Approvals:**

Requestor	<u>Steve Townsley (303)445-7008</u>	
	(Name - please print)	(Phone)
Finance Mgr.	<u>(Al Hannah)</u>	(date)
Director	<u>(Kevin Beck, Michael Reifeis, David Lee, as applicable)</u>	(date)
V.P. Engineering	<u>(Will Quinby's authorization on contracts over \$100,000.00)</u>	(date)

44290

Contract Financial InquiryThru Date 02/28/02Amount AContract No. 8348 FB 09013 60 Hudson St. New York, NY Subledger *
Supplier 159273 BUILDERS GROUP

O	P	Chg	Lin	Description	Contract	Billed	Paid	Retained
				Job Coding	Amount	Amount	Amount	Amount
		000		Original				
-			001	New York Me	1352253.00	1243215.22	1118593.69-	124,321.53
		001		add'l work				
-			001	New York Me	11,037.00	11,398.81	11,322.63-	76.18
		002		add'l work				
-			001	New York Me	256,894.00	256,894.00	231,204.60-	25,689.40
		003		add'l work				
-			001	New York Me	43,587.11	43,587.11	43,587.11-	
		004		Add'l Work				
-			001	New York Me	28,447.00	28,447.00	25,602.30-	2,844.70

Opt: 1=Audit Trail F4=Details F10=Contract Search F12=Previous F24=More

44200

Contract Financial Inquiry

Thru Date 02/28/02

Contract No. 8349 FB 00013 60 Hudson St. New York, NY Subledger *
 Supplier 159273 BUILDERS GROUP

O	Description	Contract	Billed	Paid	Retained
P Chg Lin Job Coding		Amount	Amount	Amount	Amount
005	Add'l Work				
001	New York Me	51,845.98	51,845.98	46,661.38	5,184.60
Grand Total		1744664.09	1635388.12	1477271.71	158,116.41

Opt: 1=Audit Trail F4=Details F10=Contract Search F12=Previous F24=More

JAN 18 2006 12:20 FR

TO 813033911859

P.01/09

COPY
ride the light

Qwest.

1801 CALIFORNIA STREET
SUITE 4600
DENVER, COLORADO 80202

December 11, 2002

Mr. James Maniscalco
Builders Group Technologies
One Wall Street Court, 10th Floor
New York, NY 10005

RE: 60 Hudson Street, New York, NY
Qwest Project No. 20132

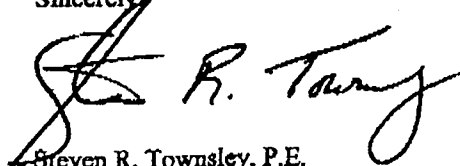
Dear Mr. Maniscalco:

Qwest currently holds \$162,827.09 in retainage for Builders Group on Contract No. 00-8349 that cannot be released until all turnover documents and as-built drawings have been received by Qwest Corporate Real Estate. Qwest's Project Manager has repeatedly requested this information during the past 14 months, and Qwest has not received any documentation during this period. We will continue to hold these retention funds until such time that we receive all project documentation.

In addition, since we have not received any further project billing during the past 9 months, Qwest has assumed that all project billings on Contract No. 00-8349 have been submitted and paid. Qwest Accounts Payable does not have any pending invoices at this time. If Builders Group has any outstanding billing that has not been submitted against the remaining open contract amount of \$62,169.19, Qwest Accounts Payable must receive this invoice no later than 5:00 pm MST on Friday, December 20, 2002. After this date, Qwest will close all open contract amounts and will not consider any further payments toward this contract.

If you have questions, feel free to call Steve Townsley, Corporate Real Estate Project Manager at 303.965.4246 or Bob O'Leary, Contract Manager at 303.707.8513.

Sincerely,



Steven R. Townsley, P.E.
Project Manager
Corporate Real Estate
Qwest Communications

SRT/srt

Qwest 0065

JAN 18 2006 12:20 FR

TO 813033911859

P.02/09

**REAL ESTATE DESIGN &
CONSTRUCTION**

**1801 CALIFORNIA
SUITE 4600
DENVER, CO. 80202**

FAX COVER SHEET

Date: 12/11/02

Pages including cover sheet: 2

TO:

Builders Group

FROM:

STEVE TOWNSLEY

JAMES MANISCALCO

Phone: 212.635.0760

Phone: 303.965.4246

Fax: 212.981.0329

Fax: 303-896-5116

CC:

CC:

60 Hudson LETTER ATTACHED
FOR YOUR RESPONSE.

SRT

Qwest.

Spirit of Service

01/18/2006 9:55AM

Qwest 0066

JAN 18 2006 12:20 FR

TO 813033911859 P.03/09

** JOB STATUS REPORT **

AS OF DEC 11 2002 14:21 PAGE. 01

QWRST

JOB #906

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	STATUS
001	12/11	14:20	912129810329	EC--S	00' 18"	002 OK

**REAL ESTATE DESIGN &
CONSTRUCTION**

1801 CALIFORNIA
SUITE 4600
DENVER, CO. 80202

FAX COVER SHEET

Date: 12/11/02

Pages including cover sheet: 2

TO:

FROM:

BUILDERS GROUP

STEVE TOWNLEY

JAMES MANSON

Phone: 212.635.0760

Phone: 303.965.4246

Fax: 212.981.0329

Fax: 303-896-5116

CC:

CC:

60 HYDRO LETTER ATTACHED

FOR YOUR RESPONSE.

SRT

Qwest.

Qwest 0067

Spirit of Service 01/18/2006 9:55AM

JAN 18 2006 12:21 FR

TO 813033911859

P.08/09

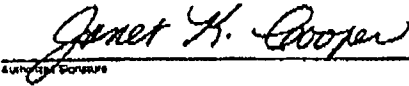
Page 1 OF 1

Date	Invoice No.	Reference	Gross	Credit	Net
062801	99-194-003	Retainage	76.18		76.18
070601	00322-CON	INV: 00322-CON #004	8,702.33		8,702.33
070601	00322-CON	INV: 00322-CON #004	5,184.60		5,184.60
021202	00-322 CON	INV: 00-322 CON#005R1	4,710.68		4,710.68

Vendor: BUILDERS GROUP
Vendor ID: 159273
Message:

Total: \$18,673.79
Check No.: 963711
Check Date: 06/16/03

Remove check along this perforation

THIS CHECK IS CLEARED THROUGH POSITIVE PAY	Qwest <small>Smart of Service</small>	QWEST 5325 ZUNI ST., RM 728 Denver, CO 80221	BANK OF AMERICA BANK OF AMERICA, N.A. ATLANTA, GEORGIA	CHECK NO.: 963711 CHECK DATE: 06/16/03 64-1278 611	118,873.79	THIS CHECK IS CLEARED THROUGH POSITIVE PAY
	VOID AFTER 90 DAYS					
	PAY: Eighteen Thousand Six Hundred Seventy Three Dollars and 79 Cents				\$18,673.79	
	To The Order Of BUILDERS GROUP ONE WALL STREET COURT NEW YORK NY 10005					
 <small>Signature of Janet H. Cooper</small>						

⑈0000963711⑈ ⑆061112788⑆3299994816⑈

Qwest 0068

01/18/2006 9:55AM

JAN 18 2006 12:21 FR

TO 813033911859

P.09/09

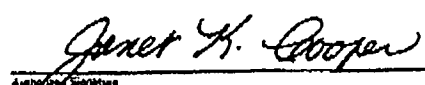
Page 1 OF 1

Date	Invoice No.	Reference	Gross	Credit	Net.
012201	00-322-2-0	INV: 00-322-2-001	38,060.63		38,060.63
042701	00-322-2-0	INV: 00-322-2-0003	2,844.70		2,844.70
041001	00-322-2-0	INV: 00-322-2-0002	77,558.57		77,558.57
041001	00-322-2-0	INV: 00-322-2-0002	25,689.40		25,689.40

Vendor: BUILDERS GROUP
 Vendor ID: 159273
 Message:

Total: \$144,153.30
 Check No.: 963717
 Check Date: 06/16/03

Remove check along this perforation

THIS CHECK IS CLEARED THROUGH POSITIVE PAY	Qwest <small>Spirit of Service</small>	QWEST 5325 ZUNI ST., RM 728 DENVER, CO 80221	TRADE 643717	BANK OF AMERICA BANK OF AMERICA, N.A. ATLANTA, GEORGIA	06/16/03 \$144,153.30	THIS CHECK IS CLEARED THROUGH POSITIVE PAY
					CHECK NO.: 963717 CHECK DATE: 06/16/03	
					VOID AFTER 90 DAYS	
	PAY: One Hundred Forty Four Thousand One Hundred Fifty Three Dollars and 30 Cents				\$144,153.30	
To The Order Of		BUILDERS GROUP ONE WALL STREET COURT NEW YORK NY 10005		 Janet H. Cooper		

⑈0000963717⑈ ⑆061112788⑆3299994816⑈

Qwest 0069

01/18/2006 9:55AM

JAN 18 2006 12:21 FR

TO 813033911859 P.07/09

**REAL ESTATE DESIGN &
CONSTRUCTION**

**1801 CALIFORNIA
SUITE 4600
DENVER, CO. 80202**

FAX COVER SHEET

Date: 8-21

Pages including cover sheet: 3

TO:

GARY GUERRERO

FROM:

STEVE TOWNSEY

Phone:

Phone:

Fax: 303.707.9465

Fax: 303-896-5116

CC:

CC:

*Copy of Builders Gray checks
as requested.*

STF

Qwest.

Spirit of Service

Qwest 0070

01/18/2006 9:55AM

JAN 18 2006 12:21 FR

TO 813033911859

P.06/09

HUG. CO. 2005 11:00AM NYC BUILDERS GROUP

Builders Group Technologies115 Broadway
16th Floor
New York, NY 10006

Phone: 212 635-0760

TRANSMITTAL
No. 00-322-00151**PROJECT:** 00322-Qwest Communications - Variou
60 Hudson Street
New York, NY 10014**DATE:** 8/26/2003**REF:** Final Waiver 8349**TO:** Qwest Communications
5325 Zuni Street
Room 766
Denver, CO 80221
PHONE: 303 458-2005 **FAX:** 303 458-2796**JOB ID:** 101161**JOB NO:** 00-322**ATTN:** Sandy Kehoe

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: waiver	<input type="checkbox"/> Separate Cover Via: fax (3 pages)	<input type="checkbox"/> Bids Due:

Remarks: See attached final lien waiver for contract 8349, as per your request. Please call with any questions. Thank you.

Distribution To:				
Contact	Company	Phone	Fax	E-Mail
Steve Townsley	Qwest Communications	303 965-4246	303 896-5116	stownsley@qwest.net

CC: File (w/1)

Signed: 

Louis Figliolia, Jr.

LW-02

Qwest 0071

01/18/2006 9:55AM

This Final Affidavit, Release And Lien Waiver is entered into with reference to that certain construction contract between the undersigned Contractor and Qwest Communications Corporation for construction related to installation of a telecommunications conduit system.

JAN 18 2006 12:20 FR
 AUG. 26. 2003 11:06AM NYC BUILDERS GROUP

TO 813033911859 P.05/09

interests or encumbrances (hereinafter all referred to as "liens"); (c) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid; and (d) all laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith for which the Owner might be responsible have been paid in full.

5. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this instrument.

6. The undersigned individual warrants and represents that he is duly authorized and empowered to sign and execute this instrument on behalf of the Contractor for which he is signing.

Dated this 26th day of August, 2003

CONTRACTOR:
Builders Group Technologies

By: [Signature]
 Name: Louis Echolia III
 Title: Assistant Project Manager

STATE OF New York)
 COUNTY OF New York) ss.

The foregoing instrument was acknowledged before me this 26 day of August 2003 by Louis Echolia III, as PM of Contractor.

WITNESS my hand and official seal.

My commission expires: July 6, 2006

[Signature]
 Notary Public

DIANA CABRANES
 Notary Public, State of New York
 No. 01CAG010008
 Qualified in Richmond County,
 Commission Expires July 6, 2006

BUILDERS GROUP

*Construction Management
General Contracting
Design - Build
Consulting*

July 23, 2004

Qwest Communications
4650 Lakehurst Court
Dublin, OH 43016
Attention: Mr. Bob Bachmeier

RE: Our Project No. 00-322

Dear Mr. Bachmeier:


After an updated review of the above referenced project, our records show the following:

Contract #1 - Contract Amount	81,410.32
Contract #2 - Contract Amount	1,629,273.98
Contract #3 - Contract Amount	888,226.49
Contract #4 - Contract Amount	37,806.82
Total Contract Amounts:	2,636,717.61
Total Amount Received by Builders Group To Date:	(2,604,397.51)
Current Balance Due Builders Group:	32,320.10

The total amount of payments received was \$2,604,397.51. Accordingly, there is an outstanding balance of approximately \$32,320.10.

We would appreciate if this amount were remitted by return mail to my attention.

Very truly yours,
BUILDERS GROUP


George J. Figliolia
President

Qwest 0074